



ORIGINAL

**McHenry County**  
**Division of Transportation**

Joseph R. Korpalski, Jr., P.E.  
Director of Transportation/County Engineer

**RECEIVED**  
JAN 9 2006

Illinois Commerce Commission  
RAIL SAFETY SECTION

Deep Cut Road Bridge  
Section 96-00214-00-BR  
Project BROS-0111(031)  
Job No. C-91-057-97  
Crossing AAR/DOT 177 002E

Commission Order #T02-0062  
Order Date: June 19, 2002  
Project Completion Date: June 19, 2004  
Milepost 56.90-O  
Improvement Type: Reconstruction of Grade  
Separation

Kenneth J. Kelgard., P.E.  
Deputy County Engineer  
McHenry County Division of Transportation  
16111 Nelson Road  
Woodstock, IL 60098  
815.334.4969  
815.334.4989 FAX

November 15, 2005

Ms. Temi Latinwo  
Federal Aid Agreement Technician  
Illinois Department of Transportation  
Bureau of Local Roads and Streets  
201 West Center Court  
Schaumburg, Illinois 60196-1096

Dear Ms. Latinwo:

A Local Agency Agreement for Federal Participation for the Deep Cut Road Bridge project was executed by the Illinois Commerce Commission, the Union Pacific Railroad Company (UPRR), Hartland Township, McHenry County, and the Illinois Department of Transportation on October 23, 2003 (See Attachment). In accordance with the Local Agency Agreement, McHenry County submitted the final bills for expenditures toward preliminary engineering and right-of-way, authorized for reimbursement from the Grade Crossing Protection Fund (GCPF) and has received payment. McHenry County now submits the final bill for construction engineering for payment reimbursement. The railroad force account work has been completed and there are no additional costs to be accounted for since the last invoice sent July 7, 2005.

The cost of the improvement (estimated to be \$1,650,000) was agreed to be reimbursed as indicated in **Table 1** (See Attachment). The actual FINAL costs of the project have been

16111 Nelson Road • Woodstock • IL • 60098

Phone (815) 334-4960 • Fax (815) 334-4989 • Email highway@co.mchenry.il.us

**DOCKETED**


JAN 9 2006

DSD/ms

compiled into one invoice based on the type of work completed and the agreed upon reimbursement stipulations **Table 2** (See Attachment).

If you have any questions regarding this invoice, please feel free to contact me at (815) 334-4969.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth J. Kelgard". The signature is fluid and cursive, with a large loop at the end.

Kenneth J. Kelgard, P.E.  
Deputy County Engineer

Cc: Director of Processing and Information, Transportation Division, Illinois Commerce Commission  
Enclosures

- Tables 1 and 2
- Local Agency Agreement (joint agreement)
- Invoice 11102005-1

**Table 1 Cost Reimbursement**

	<b>Preliminary Engineering</b>	<b>Phase III Engineering</b> (Participating Construction & Construction Engineering)	<b>Right-of-Way</b>	<b>Railroad Force Account Work</b>
<b>Estimated Total Cost (\$1,650,000)</b>	\$150,000	\$1,250,000	\$100,000	\$150,000
<b>Funding Source</b>				
Grade Crossing Protection Fund	100%	20%	100%	Balance
Federal Bridge Rehabilitation & Replacement Program (BRRP)	—	80%	—	—
Union Pacific Railroad	—	—	—	\$82,500
Local Agency*	Balance	Balance	Balance	—

\*Hartland Township shall own the new structure and shall bear all cost of future maintenance.

**Table 2 Actual Costs and Reimbursable to Date Costs**

<b>Invoice Item</b>	<b>Stipulated Agreement</b>	<b>Actual Costs</b>	<b>Reimbursable to Date Costs</b>
Phase III Engineering (Participating Construction & Construction Engineering)	20% State reimbursement not to exceed \$250,000 GCPF  80% FHWA reimbursement not to exceed \$1,000,000 BRRP	\$7,120.73  to Edwards and Kelcey	\$1,424.15  FINAL
Railroad Force Account Work	Lump Sum of \$82,500 paid by UPRR and 20% of the balance of the railroad force account cost GCPF	\$0.00 to UPRR  \$0.00 to Bowman, Barrett & Associates Inc.	\$0.00 FINAL
<b>Total to Date GCPF Reimbursable Amount</b>			<b>\$1,424.15</b>

MCHENRY COUNTY DIVISION OF TRANSPORTATION  
16111 NELSON ROAD  
WOODSTOCK, ILLINOIS 60098  
815-334-4960

INVOICE  
11102005-1

TO: Temi Latinwo  
Bureau of Local Roads & Streets  
IL Dept of Transportation  
201 W. Center Court  
Schaumburg, Illinois 60196-1096

DATE: 11/10/2005  
RE: Deep Cut Road Bridge  
Section 96-00214-00-br  
Project BROS-0111(031)  
Job No C-91-057-97  
Crossing AAR/DOT 177 002E

DESCRIPTION	AMOUNT
Phase III Engineering - 20% State reimbursement up to \$250,000.00 GCPF, 80% FHWA reimbursement up to \$1,000,000.00, \$156,642.24 to Edwards & Kelsey, Progressive Payment	\$ 1,424.15
Railroad Force Account Work - Lump sum of \$82,500.00 pd by UPRR & 20% of the balance of the railroad force account cost GCPF, \$6,418.90 to UPRR, \$1,421.64 to Bowman Barrett & Associates - Progress Payment	\$0.00
TOTAL DUE	\$ 1,424.15



# Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

*COPY*

October 23, 2003

McHenry County  
Section 96-00214-00-BR  
Project BROS-111(31)  
Job No. C-91-057-97

Ms. Katherine C. Schultz  
County Clerk  
2200 N. Seminary Ave.  
Woodstock, IL 60098

Dear Ms. Schultz:

The joint agreement for the subject section was executed by the department on October 23, 2003. Your copy of the executed agreement is attached.

Sincerely,

Darrell W. Lewis, P. E.  
Acting Engineer of Local Roads and Streets


*Larry D. Houser*

By: Larry D. Houser  
Local Project Implementation Engineer

cc-  
Joseph R. Korpalski, County Engineer  
John P. Kos Attn: Nancy Magnus  
Andrew Gordon Attn: Clarence Crowder  
Chuck Schmitt  
Roger Driskell Attn: Sunday Odele

*2 agreements Deep Cut  
cc: KK  
Um. Pacific RR*

*10/29/03 JY  
MRO*

Local Agency McHenry County	 <b>Illinois Department of Transportation</b> Local Agency Agreement for Federal Participation	Section 96-00214-00-BR			
		Fund Type BRP			
		State Contract X	Day Labor	Local Contract	RR Force Account

This Agreement is made and entered into between the above local agency (LA) and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as shown below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the United States Federal Highway Administration hereinafter referred to as FHWA.

Location				
Local Name	Deep Cut Road (TR 0132)	Route	Off System	Length .0205 Mile
Termini	Over Union Pacific Railroad			
Current Jurisdiction	Hartland Road District			

Project Description	Existing Str. No.	056-9918
	Proposed Str. No.	056-3162

Replacement of an existing bridge over the Union Pacific railroad, construction of approach slabs, construction of approximately 916 feet of two lane bituminous pavement, drainage items, paved ditches, furnishing and placing of top soil, tree removal, seeding, placing sod, pavement marking, signing, and collateral work thereto.

Type of Work	Division of Cost				LA	%	Total
	FHWA	%	State	%			
Participating Construction	880,000	( **** )	220,000	( * )	( BAL )		1,100,000
Non-Participating Construction		( )		( )	( )		
Preliminary Engineering		( )	150,000	( ** )	( )		150,000
Construction Engineering	120,000	( **** )	30,000	( * )	( BAL )		150,000
Right of Way		( )	100,000	( ** )	( )		100,000
Railroads		( )	150,000	( ** )	( BAL )		150,000
Utilities		( )		( )	( )		
<b>TOTAL:</b>	<b>\$ 1,000,000</b>		<b>\$ 650,000</b>		<b>\$</b>		<b>\$ 1,650,000</b>

NOTE: The above costs are approximate and subject to change. The final LA share is dependent upon the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement. If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain below. The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

\*20% not to exceed \$250,000 GCPF \*\*100% not to exceed \$250,000 GCPF \*\*\*Lump Sum \$82,500 UPRR & NTE/\$67,500 GCPF  
 \*\*\*\*80% not to exceed \$1,000,000

Local Agency Appropriation
By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)
METHOD A---Lump Sum (95% of LA Obligation) _____
METHOD B--- _____ Monthly Payments of _____
METHOD C-X-LA's BALANCE _____ divided by estimated total cost multiplied by actual progress payment. (See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-91-057-97	BROS-0111(031)				

## Agreement Provisions

### THE LOCAL AGENCY AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (STATE Contracts Only) That the method of payment designated on page one will be as follows:
  - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
  - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.

Local Agency  
McHenry County

Section  
96-00214-00-BR

- (14) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (15) To include the certifications, listed in item 14 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (16) (STATE Contracts) That execution of this agreement constitutes the LOCAL AGENCY's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (17) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LOCAL AGENCY's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
  - (c) The LOCAL AGENCY shall require that the language of this certification be included in the award documents for all subawards at all ties (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (18) To regulate parking and traffic in accordance with the approved project report.
- (19) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (20) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (STATE Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (LOCAL Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
  - (a) To reimburse the LOCAL AGENCY for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LOCAL AGENCY.
  - (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

Local Agency McHenry County	Section 96-00214-00-BR
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IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LOCAL AGENCY, the LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LOCAL AGENCY, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map      Number 2 'Illinois Commerce Commission Stipulation Agreement No. 999'

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Mike Tryon

Title Chairman of the Board

County Board Chairperson/Mayor/Village President/etc.

Signature \_\_\_\_\_

Date \_\_\_\_\_

APPROVED

State of Illinois  
Department of Transportation

By V.P. Moders

Director of Highways

Date October 23, 2003

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Local Agency  
McHenry County

Section  
96-00214-00-BR

THE STATE OF ILLINOIS	
By the Department of Transportation	
By	<u>[Signature]</u> Secretary
By	<u>[Signature]</u> Director - Finance & Administration
By	<u>[Signature]</u> Chief Counsel

DEEP CUT ROAD OVER UNION PACIFIC RAILROAD  
BRIDGE REPLACEMENT

SECTION : 96-00214-00-BR

PROJECT NO.: BROS-0111 (031)

**McHENRY COUNTY**

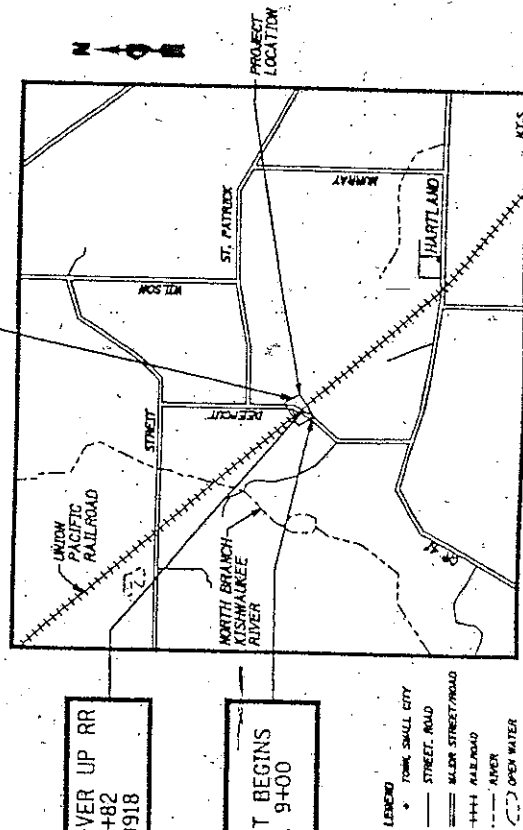
HARTLAND TOWNSHIP ROAD DISTRICT

**C-91-057-97**

PROPOSED DEEP CUT ROAD OVER UP RR  
STRUCTURE NO.4056-9918  
CONSTRUCT 3-SPAN RC CONCRETE STRUCTURE,  
ABUTMENTS, PIERS, DRAINAGE STRUCTURES, AND  
APPROACH PAVEMENTS

PROPOSED DEEP CUT ROAD OVER UP RR  
STA. 9+00 - STA. 19+82  
STRUCTURE NO.: 056-9918

PROJECT BEGINS  
STA. 9+00



GROSS LENGTH OF PROJECT = 1,082.00 FT = 0.205 MILE  
NET LENGTH OF PROJECT = 1082. FT = 0.205 MILE

1997 ADT; 120' 22' TRUCKS)  
DESIGN ADT (2018) 225' 22' TRUCKS.  
ROADWAY CLASSIFICATION: RURAL LOCAL ROAD

ADDENDUM #1

LICENSE NO. 62-028382  
 LICENSE EXPIRES NOV. 30, 2000  
 SHEETS NO. 1-19

A circular professional seal for WAGUED E. ZAGLAMA, a Registered Structural Engineer in the State of Illinois. The seal features the text "STATE OF ILLINOIS" around the top inner edge and "REGISTERED STRUCTURAL ENGINEER" around the bottom inner edge. In the center, the name "WAGUED E. ZAGLAMA" is printed above the registration number "81-4584".

License No. 81-4584  
 License Expires Nov. 30, 2002  
 Sheets No. 20-35

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT NO. 999

TO 2-0062

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as "COMMISSION", the Union Pacific Railroad Company, hereinafter referred to as "COMPANY", Hartland Township, hereinafter referred to as "TOWNSHIP", McHenry County, hereinafter referred to as "COUNTY", and the State of Illinois, Department of Transportation, hereinafter referred to as "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the COMMISSION through informal correspondence that inquiry should be made into the matter of improving public safety at the crossing of the COMPANY'S tracks with a public highway known as Deep Cut Road located in Hartland Township approximately four miles northwest of Woodstock, McHenry County, Illinois, designated as crossing AAR/DOT 177 002E, milepost 56.90-O; and

WHEREAS, the words "crossing" and "intersection" used herein are in reference to the site where a bridge overhead the COMPANY'S tracks collapsed in 1994 and was subsequently removed; said bridge will be replaced pursuant to this Agreement and subsequent COMMISSION Order; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by staff members of the COMMISSION'S Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and all other pertinent data relating to the crossing have been obtained and shown on Exhibit A, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvement upon a determination of the COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that a certain improvement as hereinafter stated be made and that the cost for the proposed improvement be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection

Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvement in the interest of public safety at the aforesaid crossing should be:

- (a) The replacement of the former grade separation structure carrying vehicular traffic over the tracks of the COMPANY, with a new structure substantially as shown in Exhibit B.

Section 3 The COUNTY as the lead agency for this project and on behalf of the TOWNSHIP, has prepared an estimate of cost to accomplish the proposed improvement, which it may be required to perform. Said estimate is attached as Exhibit C. The COUNTY shall upon Order, according to the requirements contained therein, prepare detailed drawings, estimates of cost and any required specifications for the proposed improvement for the approval of the COMMISSION and DEPARTMENT.

Section 4 The COUNTY shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvement, accomplishing the work with its own forces or appropriate contracted services and agrees that an appropriate time for the submission of plans should be sixty (60) days and for the completion of the proposed improvement should be twenty-four (24) months, from the date of COMMISSION Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost and responsibility for the proposed improvement should be:

- (a) The cost for the improvement listed in Section 2, estimated to be \$1,650,000, shall be allocated as follows: 80% of the cost for construction (\$1,100,000) and construction engineering (\$150,000), not to exceed \$1,000,000 to federal Bridge Rehabilitation and Replacement Program (BRRP) funds; a lump sum amount of \$82,500 shall be paid by the COMPANY; this lump sum amount shall be applied toward the railroad force account cost (\$150,000), and represents 5% of the total project cost; the Grade Crossing Protection Fund shall bear 100% of the preliminary engineering cost (\$150,000), 100% of the right of way cost (\$100,000), 20% of the construction cost (\$1,100,000), 20% of the construction engineering cost (\$150,000) and the balance of the railroad force account cost (\$150,000); the amount to be paid by the Grade Crossing Protection Fund shall not exceed \$567,500; any additional costs shall be borne by the

TOWNSHIP; the TOWNSHIP shall own the new structure and shall bear all cost of future maintenance;

Section 6            The TOWNSHIP is financially able and willing to bear an equitable portion of the cost for the proposed improvement as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit D.

Section 7            Special Provisions:

The COUNTY, at six (6) month intervals from the date of COMMISSION Order subsequent to this Agreement until the project has been completed, shall submit to the Director of Processing and Information, Transportation Division of the COMMISSION, a written report stating the progress it has made toward completion of the work herein required. Each progress report shall include the COMMISSION Order number, the Order date, the project completion date as noted in the Order, crossing information (inventory number and railroad milepost), type of improvement, and the name, title, mailing address, phone number and facsimile number of the COUNTY employee responsible for management of the project. Each report shall also include the status of expenditures of the total project and percentage of completion of the project. If the project is behind schedule the report must also include a brief explanation of the reason(s) for the delay.

All bills for expenditures toward preliminary engineering, right-of-way, railroad force account work and construction engineering, authorized for reimbursement from the Grade Crossing Protection Fund, shall be submitted to Mr. Henry Cronister, Illinois Department of Transportation, Central Bureau of Local Roads and Streets, 2300 South Dirksen Parkway, Springfield, Illinois 62764. The DEPARTMENT shall send a copy of all bills to the Director of Processing and Information, Transportation Division of the COMMISSION. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than thirty-six (36) months from the date of Commission Order subsequent to this Agreement. The DEPARTMENT shall, at the end of the 36<sup>th</sup> month from the COMMISSION Order date, de-obligate all residual funds accountable for installation cost for this project.

Section 8            This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the COMMISSION shall enter an appropriate Order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

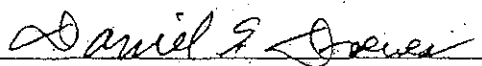
Executed by the COMMISSION this 9th day of April, 2002.



---

Michael E. Stead  
Rail Safety Program Administrator

Attest



---

Daniel S. Drewes,  
Railroad Section  
Transportation Division

Illinois Commerce Commission Stipulated Agreement No. 999 concerning improvements at the Deep Cut Road crossing of the Union Pacific Railroad Company tracks northwest of Woodstock in Hartland Township, McHenry County, Illinois, designated as crossing AAR/DOT 177 002E, milepost 56.90-0.

Executed by the COMPANY this 6 day of May 2002.

Union Pacific Railroad Company

By: Thomas J. Gee

CHIEF ENGINEER

Illinois Commerce Commission Stipulated Agreement No. 999 concerning improvements at the Deep Cut Road crossing of the Union Pacific Railroad Company tracks northwest of Woodstock in Hartland Township, McHenry County, Illinois, designated as crossing AAR/DOT 177 002E, milepost 56.90-O.

Executed by the TOWNSHIP this 8 day of May 2002.

Hartland Township

By: Michael L Murray  
5/8/02

Attest:

[Signature]



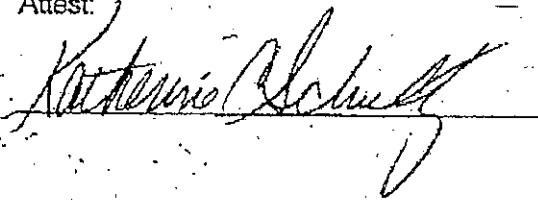
Illinois Commerce Commission Stipulated Agreement No. 999 concerning improvements at the Deep Cut Road crossing of the Union Pacific Railroad Company tracks northwest of Woodstock in Hartland Township, McHenry County, Illinois, designated as crossing AAR/DOT 177 002E, milepost 56.90-0.

Executed by the COUNTY this 21 day of May 2002.

McHenry County

By: 

Attest:



Illinois Commerce Commission Stipulated Agreement No. 999 concerning improvements at the Deep Cut Road crossing of the Union Pacific Railroad Company tracks northwest of Woodstock in Hartland Township, McHenry County, Illinois, designated as crossing AAR/DOT 177 002E, milepost 56.90-0.

Executed by the DEPARTMENT this 3rd day of June 2002.

State of Illinois  
Department of Transportation

By: James R. Laster

Director of Highways

STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT SURVEY FORM  
EXISTING HIGHWAY OVER RAILROAD

## GENERAL INFORMATION:

RAILROAD Union Pacific Railroad Company  
 MILEPOST-LINE 56.90-0 INVENTORY NO. 177 002E  
 CITY Northwest of Woodstock STREET Deep Cut Road COUNTY McHenry  
 ROADWAY JURISDICTION Hartland Township URBAN ☐ RURAL ☒ COMMERCIAL ☐ RESIDENTIAL ☐  
 APPROACH SURFACE Bituminous WIDTH 18-21 feet CONDITION Fair  
 ADT 120 (1994) 225 (2018) SPEED Not posted STATEWIDE Unknown  
 SCHOOL BUSES Yes HAZ MAT Unknown OTHER ☐  
 NUMBER AND TYPE OF TRACKS Two main tracks  
 RAIL TRAFFIC FREIGHT 6-8 @ 60 mph PASSENGER 22 @ 70 mph SWITCH 0

## STRUCTURE INFORMATION:

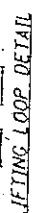
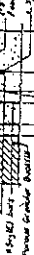
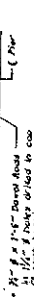
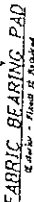
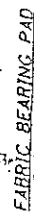
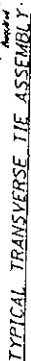
STRUCTURE NO. 056-9918 -- ANGLE ☐ CONDITION See COMMENTS below  
 PRESENT STRUCTURE TYPE: Single span pony truss with 4 timber beam approach spans -- See COMMENTS below  
 NUMBER AND LENGTHS OF SPANS \_\_\_\_\_  
 DATE STRUCTURE CONSTRUCTED 1900 DATE OF ALTERATIONS \_\_\_\_\_  
 ALTERATIONS \_\_\_\_\_  
 DECK WIDTH \_\_\_\_\_ ROADWAY WIDTH \_\_\_\_\_  
 WALKWAYS \_\_\_\_\_ WEARING SURFACE \_\_\_\_\_  
 VERTICAL UNDERCLEARANCE \_\_\_\_\_ HORIZONTAL CLEARANCE \_\_\_\_\_  
 APPROACH ROADWAY GRADES \_\_\_\_\_ AVERAGE BRIDGE GRADE \_\_\_\_\_  
 CREST ELEVATION \_\_\_\_\_ LOAD LIMIT \_\_\_\_\_ POSTED \_\_\_\_\_  
 APPROACH ROADWAY HORIZONTAL ALIGNMENT \_\_\_\_\_  
 BRIDGE OVER Union Pacific Railroad Co. BRIDGE MAINTENANCE RESPONSIBILITY Union Pacific Railroad Co.

COMMENTS: The bridge collapsed in 1994 as a result of a vehicular collision. The structure was removed and the roadway approaches barricaded pending action to have the bridge replaced. The new structure subject of this agreement will be owned and maintained by Hartland Township. The Union Pacific Railroad Company is assessed an amount equal to 5% of the total project cost in lieu of ownership and maintenance responsibilities.



DESIGNED BY	A. J. N.
CHECKED BY	J. O. B.
DATE	8-1-52
PROJECT	A. J. N.

SUPER STRUCTURE  
ROAD OVER UNION PACIFIC RR  
D TOWNSHIP ROAD DISTRICT  
MC HENRY COUNTY  
STATION 14+34.36



Shirley Long

ELEVATION OF OUTSIDE BEAM - SOUTH SIDE  
SHOWING RAIL POST SPACING

## NOTES

[illegible]

$\frac{1}{2}'' \times \frac{7}{8}''$  - Served at villa, 1906  
with 12 bones -

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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1/2" Fabric Bearing Pad

Figure 1: Schematic diagram of the experimental setup. A subject is seated at a table, viewing a screen. A camera is positioned above the screen. The screen displays a target area. The subject's hand is positioned near the screen. The setup is used for studying the effect of target size on movement time.

[illegible]

SECTION

SECTION AT PIERS

1

—



Engineering  
Consulting  
Construction  
Value Engineering  
Real Estate Services

Exhibit C

## *Memorandum*

Date: 2/21/02  
To: Ken Kelgard  
From: Magued Zaglama  
Subject: Deep Cut Cost Estimate

As requested,

Preliminary Engineering	\$150,000
Right of Way	\$100,000
Construction Contract	\$1,100,000
Railroad Force Account	\$150,000
Construction Engineering	\$150,000
Total	\$1,650,000

Exhibit D

ILLINOIS COMMERCE COMMISSION  
STIPULATED AGREEMENT

Date May 8 2007 Agreement # 999

The Hartland Township  
(Board or Council of City, County, etc.)

meeting on May 8 HWY Commissioner Resolved to authorize  
Michael Murray  
(Name, Office)

to act as its designated agent in the processing of this Stipulated Agreement and that  
the Hartland Township  
(Township, City or County)

is financially willing and able to bear the costs for the proposed improvement as may be  
assigned to it according to the terms of this Agreement.





ENGINEERS  
ARCHITECTS  
PLANNERS  
CONSTRUCTORS

One North Franklin, Suite 500  
Chicago, Illinois 60606

Voice 312.251.3000  
Fax 312.251.3015  
www.ekcorp.com

October 17, 2005

Mr. Joseph Korpalski  
County Engineer  
McHenry County Highway Department  
16111 Nelson Road  
Woodstock, Illinois 60098

Re: Deep Cut Road over Union Pacific Railroad  
Construction Engineering

Dear Mr. Korpalski:

Enclosed is our Final invoice covering retainage. The overall progress of the project is estimated at 100 % complete. The payment due is \$7,120.73.

The following work has been completed:

- Final Inspection
- Final Quantities

If you have any questions on the attached material, please do not hesitate to contact me at 312/424-5407.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Magued E. Zaglana'.

Magued E. Zaglana, PE, SE  
Project Manager

Please send all payments to:

P.O. Box 27058  
Newark, New Jersey 07101-6758

10/25/05  
Approved  
K2

McHenry County Highway Department

October 17, 2005

Invoice No. Retainage  
Project No. 040019054

To: Mr. Joseph Korpalski  
County Engineer  
McHenry County Highway Department  
16111 Nelson Road  
Woodstock, Illinois 60098

From Edwards and Kelcey Design Services, Inc.  
One North Franklin - Suite 500  
Chicago, Illinois 60606

Route: Deep Cut Road Section: 96-00214-00-BR County: McHenry

Project No. BROS-0111(031)

Job No. C-91-057-97

For Construction Engineering as set forth in the agreement  
dated October 14, 2003

and Supplemental Agreements dated

If for extra work show obligation Number

Consultants Job Identification  
040019054

COST PLUS FIXED FEE FOR PROFIT

(1)	Invoice for Period Ending.....	October 15, 2005
(2)	Maximum Payable .....	\$168,999.89
(3)	Direct Salaries to Date per Attached Tabulation, subject to additives on line 4.....	\$55,012.22
(4)	Payroll Burden and Overhead 156.52.....	\$86,105.13
(5)	Other Direct Salaries per Attached Tabulation.....	\$0.00
(6)	Profit (Fixed Fee \$15,357.25 @ 100.00% Complete) .....	\$15,357.25
(7)	SUBTOTAL.....	\$156,474.60
(8)	Less Amount Retained( 5% X (7))..... 0% .....	\$0.00 (Zero if bill is for Extra Work)
(9)	SUBTOTAL.....	\$156,474.60
(10)	Direct Costs of Services by Others (\$29,050.00)..... (\$6,600.34 Current Period) .....	\$25,373.22
(11)	Direct Costs, Travel and In-Plant..... (\$350.37 Current Period) .....	\$9,098.41
(12)	Total Amount Earned to Date (9)+(10)+(11).....	\$190,946.23
(13)	Less Total Amounts Previously Invoiced (paid to date).....	\$161,879.16
(14)	PAYMENT DUE THIS INVOICE.....	\$29,067.07
Allowed by upper limit of Contract:		\$7,120.73

Distribution: 1 original & 6 copies to Liaison Engineer

I certify that the percent of work shown  
as completed on this invoice is correct.

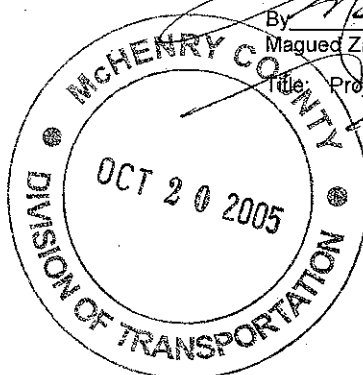
Consultant: Edwards and Kelcey Design Services, Inc.

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Liaison Engineer

Approved \_\_\_\_\_ Date \_\_\_\_\_

Voucher No. \_\_\_\_\_ Date \_\_\_\_\_

By Magued Zagluma  
Magued Zagluma, PE, SE  
Title: Project Manager



County Of McHenry 2200 N. Seminary Ave. Woodstock, IL 60098-2637

VENDOR NO: 364090392 /10

11/01/2005

000322285

P.O./REF NO	VOUCHER NO	INVOICE NO	INVOICE DESCRIPTION	INVOICE AMT	DISC TAKEN
PO202369/001	VC211455/001	RETAINAGE	10/17/05 DOT - JOB 040019054 - FINAL	7,120.73	.00



CHECK TOTAL:

7,120.73

.00

\* DETACH ALONG THIS PERFORATION \*

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT AN ANGLE TO VIEW



County Of McHenry  
2200 N. Seminary Ave.  
Woodstock, IL 60098-2637

Bank Acct.	Check No.
071900456	000322285

Check Date
11/01/2005

No. 000322285

PAY Seven Thousand One Hundred Twenty And 73/100 Dollars

TO THE  
ORDER  
OF

EDWARDS & KELCY DESIGN SERVICES INC  
ONE NORTH FRANKLIN  
CHICAGO IL 60606

Check Amount
\$*****7,120.73

VOID 90 DAYS AFTER DATE OF ISSUE

AMCORE BANK N.A.  
WOODSTOCK, IL 60098

*Katherine C. Schultz*  
*Ann. Keller*

AUTHORIZED SIGNATURES  
BORDER CONTAINS MICROPRINTING

⑈322285⑈ ⑆071900456⑆ ⑆0101534⑈